



100 North Charles Street
Baltimore, MD 21201

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Avenue
Washington, DC 20423

December 20, 1988

8-355A041

DEC 20 1988 3:05 PM

RECORDATION NO. 8878-K Filed 1425

Mrs. Mildred Lee:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. sec. 11303(a) and the regulations promulgated thereunder, are four executed counterparts of a secondary document, not previously recorded, entitled INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE, dated as of November 1, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company
(Agent)
Corporate Trust Department
Two Hopkins Plaza
P.O. Box 2258
Baltimore, Md. 21203

First Security Bank of Utah (Lessor)
79 South Main Street
P.O. Box 30007
Salt Lake City, Utah 84130

CSX Transportation Inc. (Lessee)
Successor by merger to the Louisville
and Nashville Railroad Company (L&N)
100 North Charles Street
Baltimore, MD 21201

The enclosed document, among other things, releases all of the equipment under that certain Reconstruction and Conditional Sale Agreement dated as of June 1, 1977 among L&N Investment Corporation (as Builder), Mercantile-Safe Deposit and Trust Company, (as Agent and as Assignee), First Security Bank of Utah, N.A. (as Lessor) and CSX Transportation, successor by merger to The Louisville and Nashville Railroad (L&N) (as Lessee), and recorded with the Interstate Commerce Commission on July 11, 1977

and assigned recordation no. 8878, as well as an Assignment which was also recorded with the ICC on July, 11, 1977 and assigned recordation no. 8878-B and a Lease among First Security Bank of Utah, N.A., the Lessor with its rights assigned to Mercantile-Safe Deposit and Trust Company and the L&N was recorded with the ICC on July 11, 1977 and assigned recordation no. 8878-A.

The units of equipment covered by the enclosed document are all units identified in said Agreements. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release"

Enclosed is a check in the amount of \$13.00 as payment for the filing fee.

Once the filing has been made, please return to the undersigned, a stamped copy of the Instrument of Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,


Robert F. Hochwarth
Senior Counsel

cc: Mr. D.J. Voisard

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/20/88

Robert F. Hochwarch
CSX Transportation
100 North Charles Street
Baltimore, MD 21201

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/20/88 at 3:05PM, and assigned recordation number(s). 8878-E, 15433-C, 15434-C, & 9139-F

Sincerely yours,

Nanta L. McGee

Secretary

Enclosure(s)

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of November 1, 1988 among Mercantile-Safe Deposit and Trust Company, as Agent and as Vendor, First Security Bank of Utah, National Association (NA), as Owner Trustee and as Lessor and CSX Transportation, Inc., successor by merger to The Louisville and Nashville Railroad Company (L&N), as Lessee.

INTERSTATE COMMERCE COMMISSION

WITNESSETH

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WHEREAS, by a Reconstruction Conditional Sale Agreement dated as of June 1, 1977 ("RCSA") among the L&N Investment Corporation (the Builder), First Security Bank of Utah N.A. and L&N, the Builder agreed to sell to the Lessor its interest in the railroad equipment described in Schedule A thereto ("Equipment");

WHEREAS, by an Assignment of Lease and Agreement dated as of June 1, 1977 (hereinafter called Assignment) between the Lessor and the Vendor, the Lessor agreed to assign, transfer and set over to the Vendor all its rights, security title, and interest in and to each unit of Equipment.

WHEREAS, by a Lease of Railroad Equipment dated as of June 1, 1977 ("Lease") between the Lessor and the L&N, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the RCSA.

WHEREAS, the RCSA was filed and recorded with the Interstate Commerce Commission on July 11, 1977 and assigned Recordation No. 8878;

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission on July 11, 1977 and assigned Recordation No. 8878-B;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on July 11, 1977 and assigned Recordation No. 8878-A;

WHEREAS, the Lessee wishes to acquire the Equipment presently covered by the RCSA, the Lease, the Assignment and other related Agreements; and

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the RCSA, the Lease, the Assignment and other related Agreements.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the RCSA, the Lease, the Assignment and other related Agreements.

The Vendor does hereby release its security interests in the Equipment and transfers to the Lessor its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by, or retained under, the RCSA and the Assignment.

The Lessor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the Lease.

The Lessor does hereby sell and transfer to the Lessee all of its rights, title and interest in and to the equipment listed and described in the RCSA and the Lease, to have and to hold the same unto Lessee, its successors and assigns forever.

Warranties:

- (1) The Lessor represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Lessor.
- (2) The Lessor represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any other person.

THE LESSOR IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP INJ, THE EQUIPMENT. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE LESSOR SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

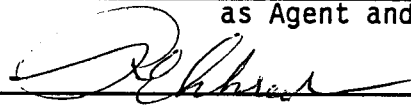
The Lessee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

Mercantile-Safe-Deposit and Trust Company
as Agent and as Vendor

By



VICE PRESIDENT

(Corporate Seal)

ATTEST:


Corporate Trust Officer

First Security Bank of Utah, NA
as Lessor

By [Signature]
CORPORATE TRUST COUNSEL

(Corporate Seal)

ATTEST:

[Signature]
Corporate Trust Officer

CSX Transportation, Inc.
as Lessee

By [Signature]
AVP & TREASURER - EQUIPMENT UNIT

(Corporate Seal)

ATTEST:

[Signature]
Assistant Secretary

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this 21st day of November, 19 88, before me personally appeared R. E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Mercantile-Safe Deposit and Trust Company that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

My Commission expires 7-1-90

(NOTARIAL SEAL)

STATE OF Utah)
CITY OF Salt Lake) SS:

On this 14 day of December, 1988, before me personally appeared Greg Hawley, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, NA that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edith W. Ogilvie
Notary Public

My Commission expires 10-26-89

(NOTARIAL SEAL)

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this 24 day of November, 1988, before me personally appeared Chris J. [unclear], to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, inc., Equipment Unit that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

H. Marlene Winchell
Notary Public

H. MARLENE WINCHELL
BALTO. CO., MD.

My Commission expires

My Commission Expires July 1, 1990

(NOTARIAL SEAL)

SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
251	XL	50-Ton Box Cars	96594-96703/96705-96799 110200 - 110202 111836 - 111878
48	XM	50-Ton Box Cars	110203 - 110241 111832 - 111835 111997 - 111999 112264 - 112265
180	XF/ XL	70-Ton Box Cars	111990 - 111996 112266 - 112367 112877 - 112945 113898 - 113899
21	XF/ XL/ XP	100-Ton Box Cars	113892 - 113897 113908 - 113913 113967 - 113971 113963 - 113966
28	FMS	70-Ton Bulkhead Flat Cars	990600 - 990601 990800 - 990802 990825 - 990833 990900 - 990909 990100 - 990103
9	FB	100-Ton Bulkhead Flat Cars	990300 - 990308
2	FMS	100-Ton Bulkhead Flat Cars	990500 - 990501
33	LP	70-Ton Pulpwood Cars to Welded Rail Cars	42967 - 42999
50	LO	70-Ton Covered Hopper Cars to Ballast Cars	45051 - 45100
24	LO	70-Ton Covered Hopper Cars	37163 - 37172 201929 - 201942
19	LO	100-Ton Covered Hopper Cars	201600 - 201614 201943 - 201944 201981 - 201982

SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Lessee's Road Numbers (Inclusive)</u>
82	HT	70-Ton Open Top Hopper Cars	76312 - 76393
95	HT	80-Ton Open Top Hopper Cars	189644 - 189738
16	HT	100-Ton Open Top Hopper Cars	192041 - 192056
200	GB	70-Ton Gondola Cars	27228 - 27325 27500 - 27553 27700 - 27747